

JEROME SOLCO, Petitioner, vs. CLAUDINA V. PROVIDO and MARIA TERESA P. VILLARUEL, Respondents.*G.R. No. 176533. February 11, 2008*

Ponente: YNARES-SATIAGO, J.

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This petition for review on certiorari assails the Decision[1] of the Court of Appeals in CA-G.R. CEB SP No. 01561, dated July 26, 2006, which reversed the November 23, 2005, January 19, 2006 and February 17, 2006 Orders of the Regional Trial Court (RTC) of Bacolod City, Branch 47, for having been issued with grave abuse of discretion, as well as the Resolution,[2] dated January 23, 2007, denying the motion for reconsideration.

On April 13, 1989, Josefa Peña vda. de Villaruel, Claudina V. Provido, Antonio P. Villaruel, Carmen P. Villaruel, Maria Teresa P. Villaruel, Rosario P. Villaruel, Jesusa P. Villaruel, Alfredo P. Villaruel, Jr., and Josefina Villaruel-Laudico,[3] through their attorney-in-fact respondent Maria Teresa P. Villaruel, executed a Contract to Sell and Memorandum of Agreement with petitioner Jerome Solco over Lot No. 1454-C located at Mandalagan, Bacolod City and covered by TCT No. T-84855 for P3M. The agreement provided for the payment of P1.6M upon the signing of the contract, and the balance of P1.4M upon the dismantling of the structures thereon and the clearing of the premises of its occupants within six (6) months from the execution of the contract.[4] Thereafter, Solco entered the premises and commenced the construction of the improvements.

However, on September 19, 1989, the Villaruels filed a complaint for rescission of contract with damages and application for a writ of preliminary injunction with the RTC of Bacolod City, Branch 47, which was docketed as Civil Case No. 5626.[5] They alleged that Solco violated the terms of their agreement when he entered the premises without notice and started delivering rocks, sand and hollow blocks which destroyed the gate and barbed wire fence that secured the premises, and uprooted the ipil-ipil tree. The construction materials allegedly blocked their access to Lacson Street, rendering impossible the dismantling of the structure and removal of the materials therein within the period set by the contract. They also alleged that Solco hired men of questionable repute to work in the premises, threatening their life, security and property.[6]

In his Answer, Solco alleged that the Villaruels had not substantially complied with their obligations under the contract as the house and the billboard were not dismantled and the occupants had not vacated the premises yet. He claimed that the contract allowed him to take full possession of, and to commence construction on, the premises upon the execution thereof and the payment of P1.6M.[7]

On March 29, 1996, the trial court rendered a decision in favor of Solco, thus:

WHEREFORE, conformably with all the foregoing, judgment is hereby rendered in favor of defendant and against plaintiffs, as follows:

- Dismissing plaintiffs' complaint for lack of merit;
- Ordering plaintiffs to remove or dismantle the house and the billboard standing on Lot No. 1454-C, subject of

this case, within thirty (30) days from finality of this decision; otherwise, the removal or dismantling shall be done by defendant thru the sheriff at the expense of plaintiffs;

- Ordering plaintiffs and all persons in privity to them and/or their agents to vacate the premises within the same period afore-stated;

- Ordering plaintiffs to immediately restore possession of the subject property to defendant and allow him and his agents to resume introducing any improvement or construction thereon;

- Condemning plaintiffs to jointly and severally pay actual damages to defendant at the rate of P5,000.00 per month from the date of the filing of the complaint on September 19, 1989 up to and until defendant shall have been restored to actual and peaceful possession of lot No. 1454-C;

- Sentencing plaintiffs to solidarily pay defendant: moral damages of P100,000.00 and attorney's fees of P70,000.00;

- Ordering defendant to pay plaintiffs the balance of the purchase price of P1,4000,000.00 of the subject lot, deducting therefrom, however, all the amounts of damages above-awarded to defendant upon the expiration of the thirty-day period provided in No. 2 hereof;

- Ordering plaintiffs to immediately execute, upon such payment, the deed of absolute sale or conveyance of the subject property in favor of the defendant pursuant to Paragraph 6, Page 2 of the Memorandum of Agreement;

- Sentencing plaintiffs to pay the costs; and

- Ordering the herein award of damages in favor of defendant as a first lien on the judgment for the non-payment of the necessary filing or docketing fees of defendant's counterclaim.

SO ORDERED.[8]

The Villaruels appealed to the Court of Appeals which affirmed with modifications the decision of the trial court, thus:

WHEREFORE, the Appealed Decision dated March 29, 1996, is hereby AFFIRMED with modification as follows:

- Plaintiffs-appellants are directed solidarily to pay defendant-appellee actual damages of P62,214.00; and

- The award of moral damages and attorney's fees is reduced to P30,000.00 and P20,000.00, respectively.

SO ORDERED.[9]

Upon the denial of their motion for reconsideration, the Villaruels filed a petition for review on certiorari before this Court docketed as G.R. No. 152781. However, it was denied in a Resolution dated July 1, 2002. Villaruels' motion for reconsideration was denied with finality on December 2, 2002.[10] Judgment was entered and became final and executory on June 12, 2003.[11]

Solco then filed a motion for execution before the trial court which was granted on April 18, 2005.[12] A writ of execution was issued on May 6, 2005.[13]

On May 18, 2005, Sheriff Jose Gerardo Y. Garbanzos served the writ on Solco's counsel who informed him that the balance of the purchase price will be paid only if all the adverse occupants have vacated the property. Upon ocular inspection of the property on May 24 and 27, 2005, all adverse occupants had vacated the premises, but the billboard of Trongco Advertising was still there.[14]

In a letter dated May 31, 2005, the Sheriff again demanded from Solco payment of the balance of the purchase price less all damages awarded, but to no avail.[15]

On June 16, 2005, the Villaruels sent a letter to Solco informing him of their decision to cancel and terminate the sale transaction, and the forfeiture of the P1.6M to answer for the damages caused to them.[16]

However, on August 8, 2005, Villaruels' counsel wrote a letter to the clerk of court stating that Solco failed to pay the balance of the purchase price, and prayed for the full implementation of the writ of execution by garnishing cash deposits of Solco.[17]

On August 16, 2005, Solco filed a manifestation with motion asking the court to accept the Metropolitan Bank and Trust Company (MBTC) cashier's check dated August 22, 2005 in the amount of P1,287,786.00 as full compliance of his obligation under the contract.[18] In its Order dated November 23, 2005, the RTC accepted the payment as full compliance of Solco's obligation and ordered the Villaruels to execute the deed of absolute sale over the property, and appointed the clerk of court to execute the said deed in their behalf should they fail to comply with the order.[19]

Meanwhile or on August 25, 2005, the Villaruels filed a complaint for Cancellation of Contract, Quieting of Title and Damages docketed as Civil Case No. 05-12614 and raffled to Branch 49, RTC of Bacolod City.[20]

On January 5, 2006, the Villaruels also filed a motion to quash the writ of execution and to set aside the November 23, 2005 Order claiming that the writ of execution was void because it varied the terms of the judgment and that the RTC had no jurisdiction to alter or modify a final judgment.[21] The RTC denied the said motion to quash in its Order dated January 19, 2006.[22] A motion for reconsideration was filed but it was denied on February 17, 2006.[23]

Thus, the Villaruels filed a petition for certiorari before the Court of Appeals assailing the Orders of the RTC dated November 23, 2005, January 19, 2006 and February 17, 2006, for having been issued with grave abuse of discretion. The Court of Appeals granted the petition, thus:

WHEREFORE, in view of the foregoing premises, judgment is hereby rendered by us GRANTING the petition filed in this case. The assailed Orders dated November 23, 2005, January 19, 2006 and February 17, 2006 are hereby ANNULED and SET ASIDE.

SO ORDERED.[24]

Solco filed a motion for reconsideration but was denied hence, the instant petition raising the following errors:

- THE HONORABLE COURT OF APPEALS ERRED IN GRANTING THE PETITION FOR CERTIORARI IN CA-G.R. CEB SP NO. 01561 IN CONNECTION WITH THE MONEY JUDGMENT IN CIVIL CASE NO. 5626.
- THE HONORABLE COURT OF APPEALS ERRED IN NOT DISMISSING THE PETITION FOR CERTIORARI IN CA-G.R. CEB SP NO. 01561 ON THE GROUND OF FORUM SHOPPING AND/OR FALSE CERTIFICATION.[25]

Solco argues that the payment with the clerk of court of MBTC cashier's check dated August 22, 2005 in the amount of P1,287,786.00 as full payment of the balance of the contract price was in accordance with Section 9, Rule 39 of the Rules of Court which provides that if the judgment obligee is not present to receive the payment, the judgment obligor shall deliver the said payment to the sheriff, who shall turn over all the amounts coming to his possession to the clerk of court. The clerk of court encashed the check for the Villaruels, but they refused to accept the payment. Moreover, assuming the RTC erred in accepting the payment as full compliance under the

contract, it pertains only to an error of judgment and not of jurisdiction correctible by certiorari.[26]

The issue for resolution is whether the Court of Appeals erred in reversing the Order of the RTC dated November 23, 2005 accepting the MBTC check as full payment of the contract price; the Order dated January 19, 2006 denying the motion to quash the writ of execution; and the Order dated February 17, 2006 denying the motion for reconsideration, on the ground that they were issued in grave abuse of discretion.

The petition is impressed with merit.

Execution is the final stage of litigation, the end of the suit. It cannot be frustrated except for serious reasons demanded by justice and equity. In this jurisdiction, the rule is that when a judgment becomes final and executory, it is the ministerial duty of the court to issue a writ of execution to enforce the judgment,[27] upon motion within five years from the date of its entry, or after the lapse of such time and before it is barred by the statute of limitations, by an independent action.[28] Either party can move for the execution of the decision so long as the decision or any part of it is in favor of the moving party. The rule on execution of final judgments does not make the filing of the motion for execution exclusive to the prevailing party.[29]

In the instant case, the Villaruels moved to quash the writ of execution because it allegedly varied the terms of the judgment. They claimed that the writ directed the sheriff to execute the decision only as against them, contrary to the dispositive portion of the decision which likewise ordered Solco to pay the balance of the purchase price. This contention is untenable. Although the portion of the decision ordering Solco to pay the balance of the contract price was not categorically expressed in the dispositive portion of the writ of execution, the same was explicitly reiterated in the body of the writ. Villaruels' remedy was not to move for the quashal of the writ of execution but to move for its modification to include the portion of the decision which ordered Solco to pay the balance of the contract price.

Besides, records show that despite the apparent insufficiency in the dispositive portion of the writ, the sheriff did not fail to demand payment from Solco. The sheriff filed several partial returns of service of the writ of execution, the pertinent portions of which are as follows:

- Sheriff's Partial Return of Service dated May 25, 2005

- On May 18, 2005 the undersigned made a verbal demand with Atty. William Mirano – counsel for the defendant-Jerome Solco for the payment of ONE MILLION FOUR HUNDRED THOUSAND PESOS representing the balance of the purchase price of the subject lot, deducting therefrom, however, all the amounts of damages. Atty. Mirano told the undersigned that they will pay only if all the adverse occupants have vacated the property. Up to this date they have not paid the amount demanded from them; and with regards (sic) to the adverse occupants as per my ocular inspection yesterday May 24, 2005 only one structure is left with the assurance from the owner that before the end of this week it will be removed.[30]

- Sheriff's Partial Return of Service dated May 31, 2005

- On May 27, 2005 the undersigned made an ocular inspection on the property subject of execution and he found out that all the adverse occupants have already vacated the premises, except for the steel structure which use (sic) to be occupied by the billboard of Tronco Advertising. As per our conversation with Atty. William Mirano – legal counsel of the defendant-Jerome Solco; the advertising firm had already made negotiations with Mr. Solco and the continued presence of their structure which use (sic) to house thier (sic) billboard for advertising purposes is still there. With regards (sic) to the ONE MILLION FOUR HUNDRED THOUSAND PESOS representing the balance of the purchase price of the subject lot the defendant-Jerome Solco has not paid his obligation up to this date.[31]

- Sheriff's Partial Return of Service dated June 8, 2005

- On June 7, 2005 the undersigned cause the service of the Writ of Execution and the Sheriff's Demand for the payment of ONE MILLION FOUR HUNDRED THOUSAND PESOS representing the balance of the purchase price of the subject lot, deducting therefrom, however, all the amounts of damages to Mr. Jerome Solco. The latter told the undersigned that all Writs and Demand emanating from this case will be served and coursed thru Atty. William Mirano his counsel of record. Mr. Solco told the undersigned that Atty. William Mirano is his authorized representative and legal counsel. On the same date the undersigned caused the service of the Writ of Execution and Sheriff's Demand to Atty. William Mirano and latter's secretary in the person of Ms. Karen Paduhilao acknowledged receipt of both and affixed her signature on it; Date of Receipt – June 8, 2005. Up to this date the defendant – Mr. Jerome Solco has not paid the balance of the purchase price.[32]

- Sheriff's Partial Return of Service dated September 3, 2005

- Defendant – Jerome Solco thru his lawyer Atty. William Mirano tendered payment on MBTC Cashier's Check No. 0790026145 dated August 22, 2005 in the amount of P1,287,786.00. It was deposited by the Office of the Clerk of Court, RTC, Bacolod City on August 26, 2006 to its account, re: Acct. No. 422-098-97, Land Bank Bacolod City. Any withdrawal of the amount from said account shall be subject to the payment of the Office Commission totaling P19,516.79 (per attached computation by the Office of Atty. ILDEFONSO M. VILLANUEVA, Clerck of Court VI and Ex-Officio Sheriff); there is therefore no full compliance by defendant Solco of the payment of P1,287,786.00 to plaintiffs-Villaruel per Writ of Execution

- Defendant Solco has not paid his filing and docketing fees on his counterclaim as ordered in Paragraph No. 10 of the Decision in CC 5626 dated March 29, 1996, subject of this Writ.

- Garnishment proceedings were initiated against defendant-Jerome Solco by the undersigned last August 18, 2005 upon payment by the plaintiffs-Villaruel of the proper fees under O.R. No. 2145366 and 7883911 on even date; however upon advice of Atty. ILDEFONSO M. VILLANUEVA, JR., that defendant-Solco verbally promised him that the latter was going to pay, the said garnishment was held in abeyance.[33]

Clearly, the sheriff was not precluded from demanding full payment from Solco although there is no specific order in the dispositive portion of the writ of execution to that effect. Interestingly, we note that at one point, the Villaruels invoked the validity of the writ by asking the clerk of court "to cause the full implementation" of the writ since Solco "had failed to pay nor deposit before [the RTC] the amount of one million four hundred thousand pesos (P1.4M) less damages, in violation of said Writ of Execution." However, when Solco paid the balance of the purchase price in compliance with said writ, the Villaruels moved to have it quashed because it allegedly modified the judgment of the trial court. This ploy to frustrate the implementation of the writ cannot be countenanced. Thus, the RTC correctly denied the motion to quash the writ of execution and the motion for reconsideration thereof in the assailed Orders dated January 19, 2006 and February 17, 2006, respectively.

As regards the issue of whether the payment to the clerk of court was valid, Section 9, Rule 39 of the Rules of Court pertinently provides:

SEC. 9. Execution of judgments for money, how enforced. —

(a) Immediate payment on demand. — The officer shall enforce an execution of a judgment for money by demanding from the judgment obligor the immediate payment of the full amount stated in the writ of execution and all lawful fees. The judgment obligor shall pay in cash, certified bank check payable to the judgment obligee, or any other form of payment acceptable to the latter, the amount of the judgment debt under proper receipt directly to the judgment obligee or his authorized representative if present at the time of payment. The lawful fees shall be handed under proper receipt to the executing sheriff who shall turn over the said amount within the same day to the clerk of court of the court that issued the writ.

If the judgment obligee or his authorized representative is not present to receive payment, the judgment obligor

shall deliver the aforesaid payment to the executing sheriff. The latter shall turn over all the amounts coming into his possession within the same day to the clerk of court of the court that issued the writ, or if the same is not practicable, deposit said amounts to a fiduciary account in the nearest government depository bank of the Regional Trial Court of the locality.

The clerk of said court shall thereafter arrange for the remittance of the deposit to the account of the court that issued the writ whose clerk of court shall then deliver said payment to the judgment obligee in satisfaction of the judgment. The excess, if any, shall be delivered to the judgment obligor while the lawful fees shall be retained by the clerk of court for disposition as provided by law. In no case shall the executing sheriff demand that any payment by check be made payable to him.

(b) Satisfaction by levy. — If the judgment obligor cannot pay all or part of the obligation in cash, certified bank check or other mode of payment acceptable to the judgment obligee, the officer shall levy upon the properties of the judgment obligor of every kind and nature whatsoever which may be disposed of for value and not otherwise exempt from execution giving the latter the option to immediately choose which property or part thereof may be levied upon, sufficient to satisfy the judgment. If the judgment obligor does not exercise the option the officer shall first levy on the personal properties, if any, and then on the real properties if the personal properties are insufficient to answer for the judgment.

The sheriff shall sell only a sufficient portion of the personal or real property of the judgment obligor which has been levied upon.

When there is more property of the judgment obligor than is sufficient to satisfy the judgment and lawful fees, he must sell only so much of the personal or real property as is sufficient to satisfy the judgment and lawful fees.

Real property, stocks, shares, debts, credits, and other personal property, or any interest in either real or personal property, may be levied upon in like manner and with like effects as under a writ of attachment.

(c) Garnishment of debts and credits. — The officer may levy on debts due the judgment obligor and other credits, including bank deposits, financial interests, royalties, commissions and other personal property not capable of manual delivery in the possession or control of third parties. Levy shall be made by serving notice upon the person owing such debts or having in his possession or control such credits to which the judgment obligor is entitled. The garnishment shall cover only such amount as will satisfy the judgment and all lawful fees.

The garnishee shall make a written report to the court within five (5) days from service of the notice of garnishment stating whether or not the judgment obligor has sufficient funds or credits to satisfy the amount of the judgment. If not, the report shall state how much funds or credits the garnishee holds for the judgment obligor. The garnished amount in cash, or certified bank check issued in the name of the judgment obligee, shall be delivered directly to the judgment obligee within ten (10) working days from service of notice on said garnishee requiring such delivery, except the lawful fees which shall be paid directly to the court.

In the event there are two or more garnishees holding deposits or credits sufficient to satisfy the judgment, the judgment obligor, if available, shall have the right to indicate the garnishee or garnishees who shall be required to deliver the amount due; otherwise, the choice shall be made by the judgment obligee.

The executing sheriff shall observe the same procedure under paragraph (a) with respect to delivery of payment to the judgment obligee.

In reversing the assailed Orders, the Court of Appeals held that the payment with the clerk of court of MBTC cashier's check representing the balance of the purchase price less the damages awarded did not comply with the foregoing rule as it was made payable to the clerk of court and not directly to the Villaruels.

This Court recognizes the importance of procedural rules in insuring the effective enforcement of substantive rights through the orderly and speedy administration of justice. However, while it is desirable that the Rules of Court be conscientiously observed, the Court has never hesitated, in meritorious cases, to interpret said rules liberally.[34]

Unquestionably, the RTC has a general supervisory control over its process of execution. This power carries with it the right to determine every question of fact and law which may be involved in the execution,[35] as well as the power to compel the Villaruels to accept the payment made pursuant to a validly issued writ of execution. As the prevailing party, Solco should not be deprived of the fruits of his rightful victory in the long-drawn legal battle by any ploy of the respondents. Courts must guard against any scheme calculated to bring about that result. Constituted as they are to put an end to controversies, courts frown upon any attempt to prolong them.

Under the foregoing rules, a sheriff is under obligation to enforce the execution of a money judgment by demanding from the judgment obligor the immediate payment directly to the judgment obligee or his representative of the full amount stated in the writ of execution and all lawful fees. However, if the judgment obligee or his representative is not present to receive the payment, the rules require the sheriff to receive the payment which he must turn over within the same day to the clerk of court. If it is not practicable to deliver the amount to the clerk of court within the same day, the sheriff shall deposit the amount in a fiduciary account with the nearest government depository bank. The clerk of court then delivers the amount to the judgment obligee in satisfaction of the judgment. If the judgment obligor cannot pay all or part of the obligation, the sheriff shall levy upon the properties of the judgment obligor.

The Rules do not specify the period within which the sheriffs must implement the writ of execution. When writs are placed in their hands, it is their mandated ministerial duty, in the absence of any instructions to the contrary, to proceed with reasonable promptness to execute them in accordance with their mandate.[36] If the judgment cannot be satisfied in full within 30 days after receipt of the writ, they shall report to the court and state the reason or reasons therefor. They are likewise tasked to make a report to the court every 30 days on the proceedings taken thereon until the judgment is satisfied in full or its effectivity expires.[37]

Sheriff Garbanzos served the writ several times on Solco by demanding the immediate payment of the balance of the purchase price and made the corresponding reports to the trial court of the proceedings taken thereon. Considering that Solco's obligation to pay is conditioned upon the eviction of all adverse occupants and removal of all structures found in the subject property, he was justified in not paying the balance immediately after the May 18 and May 27, 2005 sheriff's demands because the billboard was not yet removed from the premises. In reciprocal obligations, only when a party has performed his part of the contract can he demand that the other party also fulfill his own obligation.[38] Assuming all the obligations of the Villaruels were complied with on June 7, 2005, but Solco still failed to pay his obligation, sheriff Garbanzos should have levied the properties of the latter to satisfy the judgment as mandated by the Rules. He should not have waited until August 18, 2005 to institute the garnishment proceedings[39] or after the Villaruels requested for the "full implementation" of the writ.

Nevertheless, this procedural lapse on the part of the sheriff should not affect the validity of the November 23, 2005 Order of the RTC accepting the MBTC check as full payment of the contract price which was based on the August 8, 2005 letter of the Villaruels to the clerk of court requesting for the full implementation of the writ.

Moreover, the fact that payment was made to the clerk of court is of no moment. Indeed, the Rules require that in case the judgment obligee or his representative is not present to receive the payment, the judgment obligor "shall deliver the aforesaid payment to the executing sheriff," who "shall turn over all the amounts coming into his possession within the same day to the clerk of court," who in turn shall deliver the amount to the judgment

obligee or his representative in satisfaction of the judgment. However, it would be defeating the ends of justice to rigidly enforce the rules and to invalidate the acceptance of the payment made directly to the clerk of court just because it was not initially paid to the sheriff, who is duty bound to “turn over all the amounts coming into his possession” to the clerk of court. Rules of procedure are mere tools designed to facilitate the attainment of justice, their strict and rigid application which would result in technicalities that tend to frustrate rather than promote substantial justice must always be avoided.[40] Besides, payment was made not immediately after the June 7, 2005 demand of the sheriff but after the Villaruels wrote the clerk of court on August 8, 2005 requesting for the full implementation of the writ. Considering that there was no chance for Solco to deliver the payment to the respondents or their representatives, or even to the sheriff, it was only logical for him to make the payment to the clerk of court who issued the writ of execution.

Consequently, upholding the validity of the assailed Orders, constitutes an absolute bar to Civil Case No. 05-12614 for cancellation of contract, quieting of title and damages, now pending before RTC of Bacolod City, Branch 49, filed by the respondents based on the alleged unjustified refusal of Solco to pay the balance of the purchase price. Otherwise, to allow the case to continue, any adverse judgment of the RTC would render the entire proceeding in the courts, not to say the efforts, expenses and time of the parties, ineffective and nugatory.

WHEREFORE, in view of the foregoing, the petition is GRANTED. The Decision and Resolution of the Court of Appeals reversing the Orders of the Regional Trial Court of Bacolod City, Branch 47 dated November 23, 2005, accepting the MBTC check as full payment of the contract price and ordering the Villaruels to execute the deed of absolute sale over the property; January 19, 2006 denying the motions to quash the writ of execution and to set aside the November 23, 2005 Order; and February 17, 2006 denying the motion for reconsideration, are REVERSED and SET ASIDE. The assailed Orders are REINSTATED and Civil Case No. 05-12614 pending before Regional Trial Court of Bacolod City, Branch 49, is ordered DISMISSED.

SO ORDERED.

Austria-Martinez, Corona, Nachura, and Reyes, JJ., concur.

* In lieu of Justice Minita V. Chico-Nazario, per Special Order No. 484 dated January 11, 2008.[1] Rollo, pp. 176-182. Penned by Associate Justice Isaias P. Dicdican and concurred in by Associate Justices Apolinario D. Bruselas, Jr. and Agustin S. Dizon.

[2] Id. at 200-201.

[3] Id. at 400.

[4] Id. at 397-402.

[5] Id. at 320.

[6] Id. at 321-325.

[7] Id. at 332-335.

[8] Id. at 364-365; penned by Judge Edgar G. Garvilles.

[9] Id. at 378.

[10] Id. at 379.

[11] Id. at 383.

- [12] Id. at 380.
- [13] Id. at 381-383.
- [14] Id. at 384-385.
- [15] Id. at 387.
- [16] Id. at 389.
- [17] Id. at 388.
- [18] Id. at 403-404.
- [19] Id. at 316.
- [20] Id. at 390-395.
- [21] Id. at 409-414.
- [22] Id. at 317.
- [23] Id. at 318-319.
- [24] Id. at 182.
- [25] Id. at 18.
- [26] Id. at 21-24.
- [27] *Torres v. National Labor Relations Commission*, 386 Phil. 513, 520 (2000).
- [28] RULES OF COURT, Rule 39, Sec. 6.
- [29] *Fideldia v. Songcuan*, G.R. No. 151352, July 29, 2005, 465 SCRA 218, 230.
- [30] Rollo, p. 384.
- [31] Id. at 385.
- [32] Id. at 386.
- [33] CA rollo, p. 240.
- [34] *Seven Brothers Shipping Corporation v. Oriental Assurance Corporation*, 439 Phil. 663, 674 (2002).
- [35] *Ysmael v. Court of Appeals*, 339 Phil. 361, 376 (1997).
- [36] *Escobar Vda. de Lopez v. Luna*, A.M. No. P-04-1786, February 13, 2006, 482 SCRA 265, 274.
- [37] RULES OF COURT, Rule 39, Sec. 14.
- [38] *BPI Investment Corporation v. Court of Appeals*, 427 Phil. 350, 360 (2002).
- [39] CA rollo, p. 240.
- [40] *Idolor v. Court of Appeals*, G.R. No. 161028, January 31, 2005, 450 SCRA 396, 405.

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